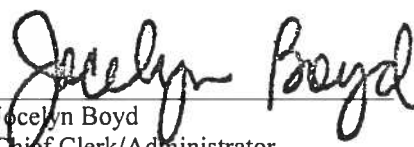


BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2019-113-E

IN RE:	Gregory M. Parker, Inc. (The Parker Companies),)	
	Complainant/ Petitioner)	
)	
	v.)	NOTICE
)	
	South Carolina Electric & Gas Company,)	
	Defendant /Respondent)	

TO: THE ABOVE NAMED DEFENDANT/RESPONDENT

PLEASE TAKE NOTICE that you are hereby required, pursuant to S. C. Code Ann. Regs. 103-826 and 103-830 of the Commission's Rules of Practice and Procedure, to answer the allegations contained in the Complaint/Petition filed herein, a copy of which is herewith served upon you, and further to serve a copy of your Answer to said Complaint/Petition upon the *Public Service Commission of South Carolina, Attn: Clerk's Office, 101 Executive Center Drive, Suite 100, Columbia, South Carolina 29210; the Complainant/Petitioner; and the Office of Regulatory Staff, 1401 Main Street, Suite 900, Columbia, South Carolina 29201* and to file your Answer with certification of service with the Public Service Commission at the address below; with the Complainant/Petitioner; and with the Office of Regulatory Staff within thirty (30) days of receipt of the Complaint/Petition, exclusive of the day of such service, and if you fail to answer the Complaint/Petition within the time aforesaid, the Complainant/Petitioner may apply to the Commission for the relief demanded in the Complaint/Petition.


 Jocelyn Boyd
 Chief Clerk/Administrator
 Public Service Commission of SC
 101 Executive Center Drive, Suite 100
 Columbia, SC 29210

4/9/19

BEFORE
THE PUBLIC SERVICE COMMISSION
OF
SOUTH CAROLINA

DOCKET NO. 2019-113-E

IN THE MATTER OF:

Gregory M. Parker, Incorporated (The Parker Companies))
v.)
South Carolina Electric & Gas Company)

CERTIFICATE OF SERVICE

U.S. Postal Service

I, Colanthia B. Alvarez, do hereby certify that I have on the date indicated below served the following named individual(s) with one (1) copy of the Complaint/Petition and one (1) copy of the 30 Day Notice, by U.S. Certified Mail, Restricted Delivery, with sufficient postage attached and return address clearly marked.

PARTIES SERVED:

Corporation Service Company
1703 Laurel Street
Columbia, SC 29201

I, Colanthia B. Alvarez, do hereby certify that I have on the date indicated below served the following named individual(s) with one (1) copy of the Complaint/Petition, 30 Day Notice, Notice of Hearing and Prefile Testimony Letter by Electronic Service via PSC Docket Management System.

PARTIES SERVED:

Matthew W. Gissendanner, Esquire
South Carolina Electric & Gas Company/SCANA Corporation
220 Operation Way - MC C222
Cayce, SC 29033-3701

K. Chad Burgess, Esquire
South Carolina Electric & Gas Company
220 Operation Way - MC C222
Cayce, SC 29033-3701

Jeffrey M Nelson, Esquire
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia SC 29201

Counsel for Complainant/Petitioner was served a copy of the 30-Day Notice, Notice of Hearing and Prefile Testimony Letter via certified mail and regular mail:

J. Stephen Schmutz, Esquire
Schmutz & Schmutz, PA
24 Broad Street
Charleston, SC 29401

Clerk's Office
Public Service Commission of South Carolina

By:


Colanthia B. Alvarez

Columbia, South Carolina
April 9, 2019

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

CLERK'S OFFICE

NOTICE OF HEARING

DOCKET NO. 2019-113-E

Gregory M. Parker, Inc. (The Parker Companies), Complainant/Petitioner v. South Carolina Electric & Gas Company, Defendant/Respondent

PLEASE TAKE NOTICE that a hearing on the above matter, pursuant to S.C. Code Ann. Regs. 103-817, has been scheduled to begin **on Tuesday, June 25, 2019, at 10:00 a.m.**, before the Commission in the Commission's Hearing Room at 101 Executive Center Drive, Suite 100, Saluda Building, Columbia, South Carolina 29210.

For the most recent information regarding this docket, including changes in scheduled dates included in this Notice, please refer to www.psc.sc.gov and ***Docket No. 2019-113-E***.

Persons seeking information about the Commission's procedures should contact the Commission at (803) 896-5100 or visit its website at www.psc.sc.gov.

4/9/19



The Public Service Commission State of South Carolina

Jocelyn Boyd
Chief Clerk/Administrator
Phone: (803) 896-5133
Fax: (803) 896-5246

COMMISSIONERS
Comer H. "Randy" Randall, Third District
Chairman
Justin T. Williams, Sixth District
Vice Chairman
John E. "Butch" Howard, First District
Florence P. Belser, Second District
Thomas J. "Tom" Ervin, Fourth District
Swain E. Whitfield, Fifth District
G. O'Neal Hamilton, Seventh District

Clerk's Office
Phone: (803) 896-5100
Fax: (803) 896-5199

April 9, 2019

IN RE: DOCKET NO. 2019-113-E – Gregory M. Parker, Inc. (The Parker Companies), Complainant/Petitioner v. South Carolina Electric & Gas Company, Defendant/Respondent

TO: ALL PARTIES OF RECORD
Pursuant to S.C. Code Ann. Regs. 103-845:

1. The **Complainant/Petitioner** must prefile with the Commission 1 copy of the direct testimony and exhibits of the witnesses it intends to present and serve the testimony and exhibits of the witnesses on all Parties of Record on or before **May 14, 2019**. (must be post-marked on or before this date).
2. The **Defendant/Respondent and the Office of Regulatory Staff** must prefile with the Commission 1 copy of direct testimony and exhibits of the witnesses they intend to present and serve the testimony and exhibits of the witnesses on all Parties of Record on or before **May 28, 2019**. (must be post-marked on or before this date).
3. The **Complainant/Petitioner** filing **Rebuttal Testimony** must prefile with the Commission 1 copy of the testimony and exhibits of the witnesses it intends to present and serve the testimony and exhibits of the witnesses on all Parties of Record on or before **June 4, 2019**. (Rebuttal testimony and exhibits must be in the offices of the Commission and in the hands of the parties on this date).
4. The **Defendant/Respondent and the ORS** filing **Surrebuttal Testimony** must prefile with the Commission 1 copy of the testimony and exhibits of the witnesses they intend to present and serve the testimony and exhibits of the witnesses on all Parties of Record on or before **June 11, 2019**. (Surrebuttal testimony and exhibits must be in the offices of the Commission and in the hands of the parties on this date).

Please be advised that failure to comply with the instructions contained herein could result in your proposed witnesses' testimony and exhibits being excluded in the subject proceeding. Additionally, please note that failure to comply with the above on or before the dates indicated may result in the DISMISSAL of your pleading.

Sincerely,

Clerk's Office



28 5554
2019 3E

Phone: 803-896-5111
Fax: 803-896-5111
www.psc.sc.gov

Text PSCAGENDAS to 3949

To receive an alert when Meeting Agendas are released

Individual Complaint Form

RECEIVED
MAR 29 15

Date*: 03/20/2019

Complainant or Legal Representative Information: * Required Fields

Name * Gregory M. Parker, Inc., an entity in The Parker Companies
Firm (if applicable) J. Stephen Schmutz, Esquire / Schmutz & Schmutz, PA
Mailing Address * 24 Broad Street
City, State Zip * Charleston SC 29401 Phone * 843-577-5530
E-mail steve@schmutzlaw.com

Name of Utility Involved in Complaint: * South Carolina Electric & Gas

Type of Complaint (check appropriate box below.) *

- | | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> Billing Error/Adjustments | <input type="checkbox"/> Deposits and Credit Establishment | <input checked="" type="checkbox"/> Wrong Rate | <input type="checkbox"/> Refusal to Connect Service |
| <input type="checkbox"/> Disconnection of Service | <input type="checkbox"/> Payment Arrangements | <input type="checkbox"/> Water Quality | <input type="checkbox"/> Line Extension Issue |
| <input type="checkbox"/> Service Issue | <input type="checkbox"/> Meter Issue | | |
| <input type="checkbox"/> Other (be specific) _____ | | | |

Have you contacted the Office of Regulatory Staff (ORS)? * ☒ Yes ☐ No Name of ORS Contact: Dukes Scott, April Sharpe

Concise Statement of Facts/Complaint: * (This section must be completed. Attach additional information to this page if necessary.)

See attached Exhibit A

RECEIVED

MAR 28 2019

PSC SC
MAIL / DMS

Relief Requested: * (This section must be completed. Attach additional information to this page if necessary.)

See attached Exhibit B

****I GIVE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA PERMISSION TO PUBLISH THIS COMPLAINT AND ITS CONTENTS ON THE COMMISSION'S WEBSITE (dms.psc.sc.gov), AND I UNDERSTAND SUCH INFORMATION MAY BE SUBJECT TO PUBLIC SCRUTINY OR FURTHER RELEASE.** ☒ Yes ☐ No

Complainant's Signature* (MUST BE SIGNED, DO NOT PRINT)

STATE OF SOUTH CAROLINA)
COUNTY OF Beaufort/Jasper)

VERIFICATION

I, Gregory M. Parker, Inc. 03/20/2019
Complainant's Name * verify that I have read my complaint filed on Date *

and know the contents thereof, and that said contents are true.

Complainant's Signature* (MUST BE SIGNED, DO NOT PRINT)

Internal Use Only

Processed By	Date
H.E.	

EXHIBIT A

Petitioner, Gregory M. Parker, Inc., a Georgia corporation authorized to transact business in South Carolina, operates convenience stores in Georgia and South Carolina under the name “Parker’s” (“Parker’s”). Parker’s obtains the electricity needed to operate several of the Parker’s stores in South Carolina from the defendant, South Carolina Electric & Gas (“SCE&G”). Parker’s opened its first store with service provided from SCE&G on December 24, 2008, which store is located at 9227 Evan Way, Bluffton, SC 29910 (“Store 32”). Prior to obtaining the service, SCE&G assigned a representative to Parker’s to assist it in obtaining the necessary electricity. From that time forward, including the present, Parker’s has had an SCE&G representative assisting Parker’s obtain electricity from SCE&G. Throughout the duration of that time, Parker’s believed this representative was providing assistance with obtaining electricity, including, but not limited to, getting the most-economical rates.

With the help and advice of the SCE&G representative, Parker’s chose Rate 20 for Store 32 and executed a General Service Agreement for service on Rate 20, effective as of September 2, 2010. A copy of the General Service Agreement for Store 32 is attached hereto as “**Attachment 1**” and incorporated herein by this reference.

Then, Parker’s obtained service for its second store in South Carolina from SCE&G on November 5, 2010, which is located at 469 Buckwalter Parkway, Bluffton, SC 29910 (“Store 33”). With the help and advice of the SCE&G representative, Parker’s executed a General Service Agreement for service at Store 33 on the same chosen rate of Rate 20, effective as of March 21, 2011. A copy of the General Service Agreement for Store 33 is attached hereto as “**Attachment 2**” and incorporated herein by this reference.

After opening and obtaining electrical service for Stores 32 and 33, Parker’s opened the following stores, all while having an SCE&G representative assigned to Parker’s:

- On November 15, 2013, 6200 Jennifer Court, Bluffton, SC 29910 (“Store 43”);
- On June 19, 2014, 1705 Ribaut Road, Beaufort, SC 29935 (“Store 48”);
- On December 4, 2015, 16319 Whyte Hardee Blvd., Hardeeville, SC 29927 (“Store 54”);
- On March 14, 2016, 7021 N. Okatie Hwy, Ridgeland, SC 29936 (“Store 55”);
- On July 21, 2016, 12 Savannah Hwy, Beaufort, SC 29906 (“Store 58”); and
- On September 23, 2016, 3462 Trask Pkwy, Beaufort, SC 29906 (“Store 59”).

These Parker's stores share a very similar electrical demand to the first two stores opened in South Carolina, Stores 32 and 33, and electric service was obtained from SCE&G for them. When these stores were opened and service was obtained from SCE&G, Parker's relied upon SCE&G to continue to provide the same assistance that it has provided for the first two stores, including ensuring Parker's was on the most-economical rate.

In addition to Parker's reliance upon SCE&G to ensure Parker's was put on the correct rate, Parker's believed that these stores (Stores 43, 48, 54, 55, 58 and 59) were put on the same rate that Parker's, in conjunction with the SCE&G assigned representative to assist, had already chosen and established to be its most-economical rate. For these stores, it is believed that no General Service Agreements were utilized for the electric service provided by SCE&G. Instead, it is believed that the only documents used to commence service for any of them were Applications for Service for Stores 58 and 59. Copies of the Applications for Service for Stores 58 and 59 are attached hereto as "**Attachment 3**" and incorporated herein by this reference. Those applications provide that Parker's has '**Other Active Accounts**,' but have no place to request a rate or to change a rate. Moreover, it does not contain a warning that a default rate, rather than a prior chosen rate, would be used. Therefore, these stores should have been put on the same rate that Parker's, in conjunction with the SCE&G assigned representative to assist, had already chosen, which was Rate 20. Certainly since it was already established by SCE&G to be its most-economical rate. However, that is not what happened. On the contrary, unbeknownst to Parker's, SCE&G disregarded Parker's chosen rate, SCE&G's own Terms of Service and South Carolina law and put these stores on Rate 9 without notice, warning or explanation.

In addition to the misleading application, Parker's believed it was already obtaining assistance from SCE&G in ensuring Parker's was receiving the best rate. That is because Parker's had a representative assigned to it, whom Parker's believed was assisting Parker's. SCE&G had already established that relationship and belief in Parker's by assisting Parker's get on the correct rate for the first of these stores, Stores 32 and 33. If a contract were needed to do that, Parker's relied upon SCE&G to inform Parker's that such would be needed, as had happened for Stores 32 and 33. SCE&G did not. Instead, they built a relationship of trust and reliance, and then stopped providing the level of assistance that Parker's believed it was getting.

It was not until May of 2017 when Parker's did a thorough analysis of its operations and structure, including an analysis of the provision and cost of the electric service provided to its convenience stores in South Carolina, that Parker's discovered this wrong. As a result of that

analysis, Parker's discovered a large discrepancy in the cost of the electric service to its newer stores in South Carolina from the cost of the electric services provided to the first two stores opened there. After analyzing the service provided to its various stores and consulting with people very experienced in the utility industry, it was discovered that, though Parker's had, on the advice of SCE&G's representative, selected Rate 20 as the rate to use for its convenience stores, somehow, unbeknownst to Parker's, its third through eighth stores obtaining service from SCE&G (Stores 43, 48, 54, 55, 58 and 59) were placed on Rate 9 by SCE&G. Rate 9 is a much less economical and less cost-efficient rate for Parker's than the one Parker's had selected (Rate 20). SCE&G has even admitted that Rate 9 is the wrong rate for Parker's and that Rate 20 is the right rate and the one that will be used going forward.

SCE&G applying Rate 20 was done without express authorization by Parker's and without notification or warning by SCE&G. Moreover, it was done by SCE&G in complete disregard of the course of dealing between the parties, the history of the service at Parker's showing that Rate 20 was the best rate for Parker's, Parker's choice of Rate 20, and the requirements of SCE&G's Terms of Service and the laws of South Carolina.

In short, Parker's signed General Service Agreements for Stores 32 and 33 on which Parker's, in conjunction with the SCE&G assigned representative to assist, chose Rate 20. Then service was obtained from SCE&G for the subsequent stores (Stores 43, 48, 54, 55, 58 and 59) apparently without executed service agreements. Instead, there is only evidence that Applications for Service were used for only two of these stores, on which Parker's marked that it had "**Other Active Accounts.**" These Applications do not state that a particular rate will be used unless a different rate is requested, and even if the customer may have already chosen a different rate in one of the "**Other Active Accounts**" and established it as the right rate. Further, even if that were the case (which it is not), the Applications do not even contain a place to request a rate or to change a rate that had already been chosen, so no meaningful ability to choose a rate is provided (along with a lack of any meaningful warning). The fact that Parker's, at the behest of the assigned SCE&G representative to assist had already chosen Rate 20, logically led Parker's to believe that Rate 20 was being used for all these stores.

Not only was the switch from Rate 20 to Rate 9 for the third and subsequent stores made without authority, direction or knowledge by Parker's (which had already selected Rate 20 as its Rate), the change was made without notice, warning or explanation by SCE&G. Instead, all the evidence, including recent statements by SCE&G representatives that Rate 20 is the correct rate

for Parker's and will be used going forward, indicates that Rate 20 was to be used, and should have been used, for all these stores.

To date, SCE&G's claim that Parker's should have known that it was on the wrong rate relies on only two things. One of which is the monthly bill that is merely received by the accounting department so that it can be paid. The other is a spreadsheet SCE&G claims it created and dropped off at Parker's in or around August of 2015. (A copy of the August 2015 spreadsheet has previously been provided to the Office of Regulatory Service.) The spreadsheet shows a comparison of Store 48's usage on Rate 9 to Rate 20, and shows that rate 20 is a better rate for this store. However, SCE&G cannot show that this was actually delivered to the appropriate people at Parker's. In fact, evidence to the contrary exists because SCE&G claims that it dropped off this spreadsheet along with a contract for Store 48 that was never signed. Nevertheless, SCE&G relies on this and one unanswered telephone call to support its position that it no longer had a duty to notify Parker's of the fact that SCE&G had put it on a rate that was different from the one that it had chosen and one that SCE&G knew resulted in higher costs to Parker's.

The single unanswered telephone call is not enough to put anyone on notice of such a drastic and harmful change. Particularly because SCE&G had numerous contacts with Parker's over the years, including in-person meetings, yet it did not take any of those opportunities to notify Parker's that it was put on the wrong rate. Those failures include failures by SCE&G to attempt to notify Parker's at the time it opened and obtained service for the subsequent stores. Had SCE&G actually notified Parker's that it was put on Rate 9 (the rate SCE&G knew to be the wrong rate), Parker's would have immediately sought to have the rate corrected and a refund issued at that time rather than continuing to overpay for electric service. SCE&G had plenty of opportunities to do that and should have done so.

In summary, SCE&G violated its own Terms of Service and South Carolina law by disregarding Parker's selection of Rate 20 for its stores and, without direction or authorization from Parker's or providing notice to it, changing the rate to Rate 9 for Stores 43, 48, 54, 55, 58 and 59. A rate SCE&G has admitted to being the wrong rate for Parker's stores. Again, no choice was made by Parker's to use a different rate, and no warning was provided by SCE&G that the rate would be different without Parker's authorization. Moreover, if SCE&G's position is that the Customer has to pick the rate each time service is provided to a customer that has multiple locations with the same electrical needs, it should utilize contracts that give an option to choose a rate and warn the customer that some arbitrarily chosen rate will be used unless the customer directs

otherwise for each of its accounts. Rather, that was not done and SCE&G disregarded: (i) Parker's selection of Rate 20, (ii) the clear usage history indicating that Rate 20 was the best rate for Parker's, (iii) SCE&G's Terms of Service, and (iv) South Carolina law when SCE&G unilaterally changed the rate for Parker's to Rate 9 for Stores 43, 48, 54, 55, 58 and 59. It does so while claiming that the burden is on the customer to make the selection of the rate but without affording the customer the opportunity to make such a choice on the documents it used, if any. Furthermore, Parker's did not know that it had to request help or advice from SCE&G for these stores because it thought that it was already receiving it from the SCE&G representative assigned to Parker's. The documents used (or not used), the lack of any real effort by SCE&G to notify Parker's that it was being put on rate 9, the relationship of trust and reliance created by SCE&G, and the current refusal to refund the overpayment without any real evidence supporting its position together indicates that this has been a willful overcharge by SCE&G subjecting the overcharges to adjustment under South Carolina Ann. Reg. § 103-340(2), including the imposition of interest and penalties.

ATTACHMENT 1
General Service Agreement for Store 32

#1

South Carolina Electric & Gas Company
GENERAL SERVICE AGREEMENT

ORIGINAL

Effective Date: September 2, 2010

New Acct. #: _____ Old Acct. : _____ Work Request #: _____

Customer's Legal Name: Gregory M. Parker, Inc.

DBA: Parker's #32

Service Address: 9227 Evan Way City/State: Bluffton, SC Zip: 29910-9321

Billing Address: 222 Drayton Street City/State: Savannah, GA Zip: 31401-4022

Tax ID #: _____ SIC: _____

DEPOSIT REQUIRED: \$ N/A

This original
to be returned
to SCE&G Company

Satisfied By: Money _____ Irrev. Letter _____ Surety Bond _____

Existing Service: x If existing, service account # _____

Other: _____

REASON FOR AGREEMENT: New Customer: _____ Rate Change: X Other: _____

If new Ownership _____ The Agreement supersedes Agreement # _____ Dated _____

In the name of _____ DBA _____

Other: See attached General Terms & Conditions and Standard Conditions

SERVICE INFORMATION:

Distribution Voltage: 23 kV Service Method Underground

Delivery Voltage 120/208 Volts 3 Phase 4 Wire Wye Connected

Point of Service: Secondary spades of the pad mounted Transformer

Maximum Installed Capacity 225 kVA Dedicated Capacity 150 kVA

BILLING:

Customer will be billed on Rate Schedule 20 Contract Demand 75 kVA

Build up period of 0 months beginning with effective date.

Special Provisions/Extra Facilities/Explanations: For Underground service installation, the Company owns and will maintain the padmounted transformer, primary cable, primary protective equipment, and metering equipment. Customer owns and will maintain the concrete transformer pad and all circuits and equipment on load side of transformer terminals. Customer agrees to keep transformer and primary cable unencumbered and accessible to Company's maintenance vehicles and to keep transformer protected from vehicular traffic.

Termination: Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived for reasons herein, Customer shall pay to Company a termination charge equal to the total installed cost of facilities dedicated solely for serving Customer, less any customer contribution to construction, less accumulated depreciation of the facilities funded by Company, less salvage value of all facilities dedicated solely for serving Customer, plus the cost of removal, all as determined by Company in accordance with its standard accounting practices; provided however, that the termination charge shall not be less than zero. Customers who terminate prior to the expiration of the initial term or any extension thereof shall also pay to Company a termination charge equal to 90% of the maximum demand set during the term times the number of months remaining in the contract period. Company may waive a portion or all of the termination charge where (1) a successor Agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and execute Agreement for substantially the same facilities, or (3) the facilities for serving have been fully depreciated. Minimum termination notice is Two (2) Months after initial term is satisfied.

AGREEMENT

The Undersigned hereby makes application for electric service at the above service address and agrees to pay for said service as measured by Utility's meter at the applicable rate. The Utility shall have the right, but shall not be obligated, to inspect any installation before service is introduced, or at any later time and reserves the right to reject wiring, or appliances not in accordance with the official Code or Utility's Standards. Such inspection or failure to inspect or reject shall not be regarded as an insurance against defects in installation, wiring or appliances and shall not render Utility liable or responsible for any loss or damage, resulting from defects in installation, wiring or appliances, or from violation of the official Code(s) as might be applicable, or from accidents or occurrences which might occur upon applicant's premises. Initial Term Ends Five (5) Years After Effective Date.

The applicant, if the owner of the property, grants to the Utility the right to construct, reconstruct, maintain, and repair a service line and have free access to the premises of the applicant for the purpose of installing, inspecting, reading meters and repairing and/or removing property of the Utility when service is discontinued.

The applicant, if the owner of the property, agrees that all wiring, meters, and any kind of property placed on the premises by the Utility shall not constitute a part of the real estate, but shall remain personal property, title to which is retained by the Utility.

South Carolina Public Service Commission: This Agreement, is subject to the Company's "General Terms and Conditions" as approved by the Commission, and to the "Rules and Regulations" of the Commission, as the foregoing now exist or may be amended in the manner prescribed by law. This agreement is subject to review by the South Carolina Public Service Commission upon complaint by either party, or pursuant to its own motion, and the terms herein may be modified in whole or in part or declared null and void by the South Carolina Public Service Commission.

Gregory M. Parker, Inc.

By Patricia Sweet

(Print Name) Patricia Sweet

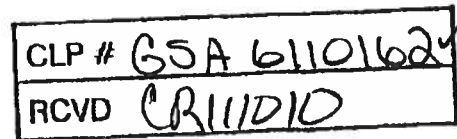
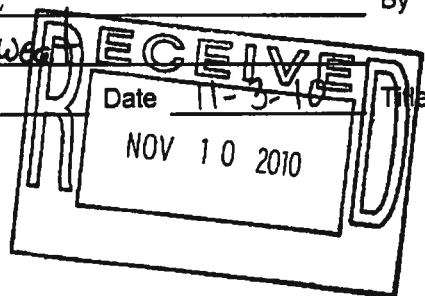
Title Secretary

South Carolina Electric & Gas Company

By Steve W. Chapman

Steve W. Chapman

Mgr-Customer Service Eng Date 11-4-10



SCEG06-006

STANDARD CONDITIONS

Supply and Use: Company agrees to sell and Customer agrees to buy from Company all purchased electric energy, capacity, related transmission services and any related distribution services required by Customer for use on its premises covered hereunder. Resale by Customer of energy, capacity, related transmission or related distribution services is not permitted.

Creditworthiness: Company, in order to satisfy itself of the ability of the Customer to meet its obligations under the contract may conduct periodic reasonable credit reviews in accordance with standard commercial practices. Customer agrees to assist in these reviews by providing financial information and at the request of the Company, will maintain such credit support or surety including but not limited to, an unconditional and irrevocable letter of credit to provide adequate security for protection against the risk of nonpayment.

Service Application, Deposit and Release: Prior to receiving service, Customer or its Agent must: (a) Ensure that an application for service is made to Company, either in person at one of Company's commercial offices or through the Company representative coordinating the service arrangements; (b) Post a service deposit with Company (as determined by Company in accordance with S.C. Public Service Commission regulations), unless waived by Company in favor of other satisfactory assurance for payment of bills; and (c) Ensure that any inspections required by governmental authorities having jurisdiction are completed and notice thereof is given to the Company.

Commencement of New Service: Company and Customer shall make every reasonable effort to have their respective facilities ready for service by the **Service Date** stated on Page 1. If conditions should change, the affected party shall immediately notify the other.

Assignment: Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent may be withheld in the exercise of its sole discretion.

Term: This Contract shall commence on the **Effective Date** (the date on which this contract is fully executed) and shall continue for the full **Initial Term**, unless an early termination is mutually agreed upon. Thereafter, it will extend automatically until terminated by either party giving the other a written **Minimum Termination Notice**. Billing for service rendered hereunder shall commence on the **Service Date** (the date customer contracts for service under the tariff applicable to this contract) or the date that service is first made available, whichever is later, or in accordance with terms stated under **Special Provisions**.

Termination: Should Customer terminate this contract and disconnect service for any reason, either during the initial term or any extension thereof unless waived as provided for herein, Customer shall pay to the Company a facilities termination charge equal to (a) the total installed cost of facilities dedicated solely for serving Customer, (b) less any Customer contribution to construction, (c) less accumulated depreciation of the facilities funded by Company, (d) less salvage value of all facilities dedicated solely for serving Customer, (e) plus the cost of removal (including any associated environmental investigation/remediation costs related to a spill or release of hazardous substances caused by Customer or those paid or incurred by the Company which were not the result of negligence on the part of the Company), all as determined by Company in accordance with its standard accounting practices; provided, however, that the termination charge shall not be less than zero. Customers who terminate prior to the expiration of the initial term or any extension thereof may also be required to pay to Company a demand termination charge equal to 90% of the maximum demand set during the term times the demand rate in effect at the time of termination times the number of months remaining in the contract period.

Approval Initials



For Customer



For Company

Company may waive a portion or all of the termination charges where (1) a successor contract is executed prior to termination of this Contract, or (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities. If deregulation should occur during the term of this contract, the above demand termination charge, after deregulation, will be determined by appropriate governing authority(ies) rules at that time. The termination charges above shall not preclude additional termination charges approved by the SCPSC or imposed by law.

Impaired Service: Customer shall be responsible for installing and maintaining on its system such protective equipment as necessary for protecting its equipment from single phase conditions, momentary interruptions or voltage fluctuations arising from conditions on its system or from Company's supply lines. Customer shall not operate its equipment of such nature and in such manner as to impose voltage flicker, surges, or harmonics on Company's system that adversely affects the Company's system or its service to other Customers. Adverse conditions verifiable as of Customer origin shall be corrected promptly by Customer or upon Notice Company may discontinue service until the conditions are corrected. Customer agrees to keep Company equipment unencumbered and accessible at all times.

Load Increase: If Customer contemplates a load increase which may exceed the **Maximum Capacity** stated on Page 1, Customer shall give Company written notice of planned increase, with sufficient lead time for Company to enlarge its facilities. In such cases this Contract may be amended by mutual consent of the parties to reflect any changes in the service characteristics, applicable charges or conditions of service.

Facility Relocation: Should Customer request Company to relocate any of its facilities, or take any action which will require Company to relocate its facilities, Customer shall reimburse Company for the costs incurred.

Hold Harmless: Company and Customer do respectively assume full responsibility for the maintenance and operation of the facilities owned and/or operated by each, and each shall indemnify and except as hereafter limited, shall hold the other harmless from any loss resulting from bodily injury (including death) or damage of property arising directly or indirectly out of any negligent or willful act or failure to act on the indemnitor's part in the installation, maintenance, operation, replacement and/or removal of the facilities owned and operated by each. Neither party shall be liable to the other in any event, whether in contract, tort or otherwise, for any loss of revenue, profits, use of production, costs of capital or purchased or replacement power, interest, business interruption, claims of customers or any other incidental, indirect or consequential damages of any nature whatsoever. Customer(s) acknowledge(s) the presence of overhead and/or underground power lines and understands that contact with them could cause serious injury or death.

South Carolina Public Service Commission: This Contract, the **Billing Rate** referenced on Page 1, and all services rendered hereunder, are subject to the Company's "General Terms and Conditions" as approved by the Commission, and to the "Rules and Regulations" of the Commission, as the foregoing now exist or may be amended in the manner prescribed by law. The billing Rate and General Terms and Conditions are attached and made a part hereof; Rules and Regulations are made a part by reference and are available upon request. This contract is specifically intended to survive deregulation or retail access.

Bold Print Terms: Bold Print terms reference the corresponding completed blanks on Page 1.

Approval Initials

For Customer

For Company

South Carolina Electric & Gas Company**Electric
(Page 1 of 8)****GENERAL TERMS AND CONDITIONS****I. GENERAL****A. FOREWORD**

1. In contemplation of the mutual protection of both South Carolina Electric & Gas Company and its Customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.
2. These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of electric utilities in the State of South Carolina.
3. These Terms and Conditions may be supplemented for specific Customers by contract.
4. South Carolina Electric & Gas Company is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to as "Commission".

B. Application

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric service from Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customers and the Company. No contract may be transferred without the written consent of the Company.

C. Term of Service

The rates prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.

D. Terms and Conditions

The Terms and Conditions contained herein are a part of every contract for service entered into by the Company and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.

E. Selection of Appropriate Rate

Where two or more Rate Schedules are available, the Company will attempt to assist the Customer to a reasonable extent in determining which Schedule to select. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or minimum demand specified in the Rate Schedule may be waived. It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.

F. Temporary Service

Temporary or seasonal service will be furnished under the appropriate General Service Rate Schedule to any Customer. Temporary service shall include all construction services having a life expectancy of one year or less. Payment is required in advance for the full cost of erecting and removing all lines, transformers, and other service facilities necessary for the supply of such service.

G. Statements by Agents

No representative of the Company has authority to modify any Rule of the Commission, provisions of Rate Schedules or to bind the Company by any promise or representation contrary thereto.

II. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 12 o'clock Midnight Eastern Time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall not be less than twenty-eight (28) days or more than thirty-four (34) days.
- C. "Year", unless otherwise designated, shall mean a period of 365 days commencing with the day of first delivery of electricity hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- E. "Service Point" or "Point of Interconnection" shall mean the point at which Company's and Customer's conductors are connected.
- F. "Standard Service" means a single service per premises from one electrical source and from existing overhead facilities.

III. CONDITIONS OF SERVICE

A. GENERAL

The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's Service at a particular location before proceeding with plans for any new or additional electric loads. No new or additional electric loads will be served if it is determined that such service will jeopardize service to existing Customers. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Company, the Customer and/or other Customers caused by the additional load or changed installation.

B. Character of Service

Electric energy supplied by the Company shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Company.

C. Rights-of-Way

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering electric service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from governmental agencies and property owners, at the Customer's expense to permit the installation, operation, and maintenance of the Company's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Company without charge necessary rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer are required, necessary or convenient to enable Company to supply service to the Customer and the Customer also grants the Company the right to continue to extend the Company's facilities on, across, or under property controlled by the customer with necessary trimming and clearing rights to serve other Customers. Customer shall maintain such right-of-way so as to grant Company continued access to its facilities by Company's vehicles and other power-operated equipment.

D. Customer's Installation

Customer's service installations shall be made in accordance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electrical Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises.

Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition such wiring and equipment on Customer's side of the service point exclusive of Company's metering facilities and equipment.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the Company and approved by the Commission.

Before wiring a premise or purchasing equipment, the Customers shall give the Company notice and shall ascertain from the Company the character of service available at such premises. The Company may specify the voltage and phase of the electricity to be furnished, the location of the meter, and the point where the service connection shall be made.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the company and approved by the Commission.

It is the standard practice of the Company to provide all requirements of service for the Customer through a single metering point at each premises.

Where more than one service is required by the Customer, and requested services meet all applicable code requirements the Company will provide such additional service upon payment by the Customer to the Company of the charges above the first service. Each service point shall be a separate account. No new service will be connected without proper release from the inspecting authority having jurisdiction. Should there be no inspecting authority in the jurisdiction, the Company shall determine whether or not applicable codes are met and shall have no obligation to provide service until such time as they are met.

Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provision of the applicable Rate Schedule. The Customer shall also provide protection for Customer's equipment from conditions beyond the Company's control including, but not limited to, protective devices for single-phase conditions. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Company, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premise.

All equipment supplied by the Company shall remain its exclusive property and Company shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.

Should Customer elect, for any reason, to request relocation of Company's facilities or take any action, which requires such relocation, customer may be required to reimburse the Company for all costs as a result of such relocation. Company may relocate existing service and facilities, at Company's expense, when necessary for system design or operation and maintenance requirements.

The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Company. Customer assumes responsibility and liability for damages and injuries caused by failure or malfunctions of Customer's equipment.

South Carolina Electric & Gas Company**Electric
(Page 4 of 8)****E. Special Equipment**

Where a separate transformer or other additional electrical utility standard equipment or capacity is to be used to eliminate fluctuations or other effects detrimental to the quality of service to other Customers due to welding or X-ray equipment, etc., the Company may make a reasonable charge for the transformer equipment and line capacity required. In lieu of the above, the Company may require the Customer to either discontinue the operation of the equipment causing the disturbance or install the necessary motor generator set or other apparatus to eliminate the disturbance detrimental to the service of other Customers.

F. Safe Access to Customer's Premises

The duly authorized representatives of the Company shall be permitted safe access to Customer's premises at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load or other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.

G. Company's Installation and Service

Where the Customer's requested service to be supplied by the Company does not produce revenue sufficient to support the expenditure required, the Company will determine in each case the amount of payment and form thereof that shall be required of the Customer.

Electricity supplied by the Company shall not be electrically connected with any other source of electricity without reasonable written notice to the Company and agreement by the parties of such measures or conditions, if any, as may be required for reliability of both systems.

Service supplied by the Company shall not be resold or assigned by the Company to others on a metered or unmetered basis; nor shall the Customer's wiring be connected to adjacent or other premises not owned or operated by the Customer without specific written approval of the Company and of the Commission.

The Company's service facilities will be installed above ground on poles or fixtures; however, underground facilities will be provided when requested in accordance with the Company's appropriate underground service publications.

In Areas of Overhead Distribution: The Company will install and maintain an overhead service drop for loads up to 500 KVA from its overhead distribution system to the Customer's service connection provided the transformer can be placed in the proximity of the service point. For residential Customers, if specifically requested by the Customer, the Company will install and maintain a single phase underground service to any residence (terrain permitting) provided the Customer pays in advance the difference in cost between a new overhead service and the new underground service of equal current carrying capacity.

In Areas of Underground Distribution: The Company will install and maintain the necessary underground facilities to provide a point of service at the Customer's property line or at another location designated by the Company. For residential Customers, the Company will install and maintain a single-phase service to the service point as designated by Company, up to a maximum length of 125 feet. If the requested residential service to Company's designated service point exceeds 125 feet in length, the Customer will pay in advance the total additional cost for that portion in excess of 125 feet in length. For underground service other than residential, the Customer shall furnish, install and maintain necessary service conductors and conduit from their service equipment to the Company's designated point of service regardless of meter location.

H. Term of Contract

The Term of Contract for service shall be for a term of one year with automatic renewal except as otherwise provided in the applicable Rate Schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts may be written for (1) a longer term than specified in the Rate Schedule, or (2) a special guarantee of revenue, or (3) a facility charge, or (4) all of these conditions as may be required to safeguard the Company's investment.

I. Continuance of Service and Liability Therefore

The Company does not guarantee continuous service. Company shall use reasonable diligence at all times to provide uninterrupted service but shall not be liable for any loss, cost damage or expense to any Customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or gross neglect on its part.

The Company reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacement or changes may be made in the Company's facilities and equipment, either on or off Customer's premises.

The Company may impose reasonable restrictions on the use of service during peak periods of excessive demand or other difficulty, which jeopardizes the supply of service to any group of Customers.

The Company may waive any minimum charge or guarantee payments for service upon written notice from and request of Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God: provided however, that Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of enforced shutdown. (See Section VII, Force Majeure).

J. Denial or Discontinuance of Service

The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

1. In the event of a condition determined by the Company to be hazardous or dangerous.
2. In the event Customer's equipment is used in such a manner as to adversely affect the Company's service to others.
3. In the event of unauthorized or fraudulent use of Company's service.
4. Unauthorized adjustments or tampering with Company's equipment.
5. Customer's failure to fulfill his contractual obligations.
6. For failure of the Customer to permit the Company reasonable access to its equipment.
7. For nonpayment of bill for service rendered provided that the Company has made reasonable efforts to effect collection.
8. For failure of the Customer to provide the Company with a deposit.
9. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.

SOUTH CAROLINA ELECTRIC & GAS COMPANY

ELECTRICITY

RATE 20

MEDIUM GENERAL SERVICE

AVAILABILITY

This rate is available to any non-residential customer using the Company's standard service for power and light requirements and having a contract demand of 75 KVA or over. It is not available for resale service.

CHARACTER OF SERVICE

Alternating Current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

RATE PER MONTH

I. Basic Facilities Charge \$ 155.00

II. Demand Charge:

All KVA of Billing Demand @ \$ 15.85 per KVA

The billing demand (to the nearest whole KVA) shall be the greatest of: (1) the maximum integrated fifteen minute demand measured (which may be on a rolling time interval) during the current month; or (2) eighty percent (80%) of the highest demand occurring during the billing months June through September in the eleven preceding months; or (3) sixty percent (60%) of the highest demand occurring during the billing months of October through May in the eleven preceding months; or (4) the contract demand; or (5) 75 KVA.

III. Energy Charge:

First 75,000 kWh @ \$ 0.05082 per kWh

Excess over 75,000 kWh @ \$ 0.04852 per kWh

MINIMUM CHARGE

The monthly minimum charge is the demand as determined above. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or the minimum demand specified in the rate schedule may be waived. The Company shall not commit itself to a buildup period exceeding six months without prior approval of the Commission for the specific account involved.

RIDERS

The energy charges above include the credits provided under the Rate Reduction and Tax Credit Rider as ordered by the Public Service Commission of South Carolina. These energy charges will be adjusted as the credits expire.

ADJUSTMENT FOR FUEL AND VARIABLE ENVIRONMENTAL COSTS

Fuel costs of \$.03811 per kWh are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

Inclusion of a storm damage component has been indefinitely suspended until further order of the Public Service Commission of South Carolina.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

PAYMENT TERMS

All bills are net and payable when rendered.

SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

TERM OF CONTRACT

The contract terms will depend on the conditions of service. No contract shall be written for a period of less than five (5) years. A separate contract shall be written for each meter.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and a part of this rate schedule.

Effective for Service Rendered
On and After July 16, 2010

ATTACHMENT 2
General Service Agreement for Store 33

#2

ORIGINAL

South Carolina Electric & Gas Company
GENERAL SERVICE AGREEMENTEffective Date: March 21, 2011

New Acct. #: _____ Old Acct. #: _____ Work Request #: _____

Customer's Legal Name: Gregory M. Parker, Inc.DBA: Parker's #33Service Address: 469 Buckwalter Parkway City/State: Bluffton, SC Zip: 29910Billing Address: 222 Drayton Street City/State: Savannah, GA Zip: 31401-4022

Tax ID #: _____

DEPOSIT REQUIRED: \$ n/aThis original
to be returned
to SC EG Company

Satisfied By: Money _____ Irrev. Letter _____ Surety Bond _____

Existing Service: x If existing, service account # _____

Other: _____

REASON FOR AGREEMENT: New Customer: _____ Rate Change: x Other: _____

If new Ownership _____ The Agreement supersedes Agreement # _____ Dated _____

In the name of _____ DBA _____

Other: See attached General Terms & Conditions and Standard Conditions

SERVICE INFORMATION:

Distribution Voltage: 13.8/23.9 kV Service Method UndergroundDelivery Voltage 120/208 Volts 3 Phase 4 Wire wye ConnectedPoint of Service: Secondary spades in the padmounted transformerMaximum Installed Capacity 150 kVA Dedicated Capacity 150 kVA

BILLING:

Customer will be billed on Rate Schedule 20 Contract Demand 75 kVABuild up period of 0 months beginning with effective date.

Special Provisions/Extra Facilities/Explanations: For Underground service installation, the Company owns and will maintain the padmounted transformer, primary cable, primary protective equipment, and metering equipment. Customer owns and will maintain the concrete transformer pad and all circuits and equipment on load side of transformer terminals. Customer agrees to keep transformer and primary cable unencumbered and accessible to Company's maintenance vehicles and to keep transformer protected from vehicular traffic.

Termination: Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived for reasons herein, Customer shall pay to Company a termination charge equal to the total installed cost of facilities dedicated solely for serving Customer, less any customer contribution to construction, less accumulated depreciation of the facilities funded by Company, less salvage value of all facilities dedicated solely for serving Customer, plus the cost of removal, all as determined by Company in accordance with its standard accounting practices; provided however, that the termination charge shall not be less than zero. Customers who terminate prior to the expiration of the initial term or any extension thereof shall also pay to Company a termination charge equal to 90% of the maximum demand set during the term times the number of months remaining in the contract period. Company may waive a portion or all of the termination charge where (1) a successor Agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and execute Agreement for substantially the same facilities, or (3) the facilities for serving have been fully depreciated. Minimum termination notice is Two (2) Months after initial term is satisfied.

AGREEMENT

The Undersigned hereby makes application for electric service at the above service address and agrees to pay for said service as measured by Utility's meter at the applicable rate. The Utility shall have the right, but shall not be obligated, to inspect any installation before service is introduced, or at any later time and reserves the right to reject wiring, or appliances not in accordance with the official Code or Utility's Standards. Such inspection or failure to inspect or reject shall not be regarded as an insurance against defects in installation, wiring or appliances and shall not render Utility liable or responsible for any loss or damage, resulting from defects in installation, wiring or appliances, or from violation of the official Code(s) as might be applicable, or from accidents or occurrences which might occur upon applicant's premises. Initial Term Ends Five (5) Years After Effective Date.

The applicant, if the owner of the property, grants to the Utility the right to construct, reconstruct, maintain, and repair a service line and have free access to the premises of the applicant for the purpose of installing, inspecting, reading meters and repairing and/or removing property of the Utility when service is discontinued.

The applicant, if the owner of the property, agrees that all wiring, meters, and any kind of property placed on the premises by the Utility shall not constitute a part of the real estate, but shall remain personal property, title to which is retained by the Utility.

South Carolina Public Service Commission: This Agreement, is subject to the Company's "General Terms and Conditions" as approved by the Commission, and to the "Rules and Regulations" of the Commission, as the foregoing now exist or may be amended in the manner prescribed by law. This agreement is subject to review by the South Carolina Public Service Commission upon complaint by either party, or pursuant to its own motion, and the terms herein may be modified in whole or in part or declared null and void by the South Carolina Public Service Commission.

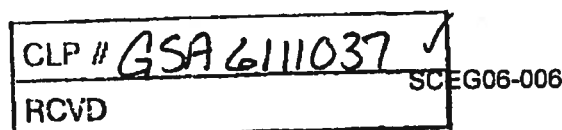
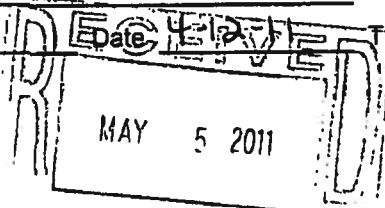
Gregory M. Parker, Inc.

By Patricia Sweet(Print Name) Patricia SweetTitle Secretary

South Carolina Electric & Gas Company

By Steve W. Chapman

Steve W. Chapman

Title Mgr-Customer Service Eng Date 5-2-11

STANDARD CONDITIONS

Supply and Use: Company agrees to sell and Customer agrees to buy from Company all purchased electric energy, capacity, related transmission services and any related distribution services required by Customer for use on its premises covered hereunder. Resale by Customer of energy, capacity, related transmission or related distribution services is not permitted.

Creditworthiness: Company, in order to satisfy itself of the ability of the Customer to meet its obligations under the contract may conduct periodic reasonable credit reviews in accordance with standard commercial practices. Customer agrees to assist in these reviews by providing financial information and at the request of the Company, will maintain such credit support or surety including but not limited to, an unconditional and irrevocable letter of credit to provide adequate security for protection against the risk of nonpayment.

Service Application, Deposit and Release: Prior to receiving service, Customer or its Agent must: (a) Ensure that an application for service is made to Company, either in person at one of Company's commercial offices or through the Company representative coordinating the service arrangements; (b) Post a service deposit with Company (as determined by Company in accordance with S.C. Public Service Commission regulations), unless waived by Company in favor of other satisfactory assurance for payment of bills; and (c) Ensure that any inspections required by governmental authorities having jurisdiction are completed and notice thereof is given to the Company.

Commencement of New Service: Company and Customer shall make every reasonable effort to have their respective facilities ready for service by the **Service Date** stated on Page 1. If conditions should change, the affected party shall immediately notify the other.

Assignment: Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent may be withheld in the exercise of its sole discretion.

Term: This Contract shall commence on the **Effective Date** (the date on which this contract is fully executed) and shall continue for the full **Initial Term**, unless an early termination is mutually agreed upon. Thereafter, it will extend automatically until terminated by either party giving the other a written **Minimum Termination Notice**. Billing for service rendered hereunder shall commence on the **Service Date** (the date customer contracts for service under the tariff applicable to this contract) or the date that service is first made available, whichever is later, or in accordance with terms stated under **Special Provisions**.

Termination: Should Customer terminate this contract and disconnect service for any reason, either during the initial term or any extension thereof unless waived as provided for herein, Customer shall pay to the Company a facilities termination charge equal to (a) the total installed cost of facilities dedicated solely for serving Customer, (b) less any Customer contribution to construction, (c) less accumulated depreciation of the facilities funded by Company, (d) less salvage value of all facilities dedicated solely for serving Customer, (e) plus the cost of removal (including any associated environmental investigation/remediation costs related to a spill or release of hazardous substances caused by Customer or those paid or incurred by the Company which were not the result of negligence on the part of the Company), all as determined by Company in accordance with its standard accounting practices; provided, however, that the termination charge shall not be less than zero. Customers who terminate prior to the expiration of the initial term or any extension thereof may also be required to pay to Company a demand termination charge equal to 90% of the maximum demand set during the term times the demand rate in effect at the time of termination times the number of months remaining in the contract period.

Approval Initials



For Customer



For Company

Company may waive a portion or all of the termination charges where (1) a successor contract is executed prior to termination of this Contract, or (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities. If deregulation should occur during the term of this contract, the above demand termination charge, after deregulation, will be determined by appropriate governing authority(ies) rules at that time. The termination charges above shall not preclude additional termination charges approved by the SCPSC or imposed by law.

Impaired Service: Customer shall be responsible for installing and maintaining on its system such protective equipment as necessary for protecting its equipment from single phase conditions, momentary interruptions or voltage fluctuations arising from conditions on its system or from Company's supply lines. Customer shall not operate its equipment of such nature and in such manner as to impose voltage flicker, surges, or harmonics on Company's system that adversely affects the Company's system or its service to other Customers. Adverse conditions verifiable as of Customer origin shall be corrected promptly by Customer or upon Notice Company may discontinue service until the conditions are corrected. Customer agrees to keep Company equipment unencumbered and accessible at all times.

Load Increase: If Customer contemplates a load increase which may exceed the **Maximum Capacity** stated on Page 1, Customer shall give Company written notice of planned increase, with sufficient lead time for Company to enlarge its facilities. In such cases this Contract may be amended by mutual consent of the parties to reflect any changes in the service characteristics, applicable charges or conditions of service.

Facility Relocation: Should Customer request Company to relocate any of its facilities, or take any action which will require Company to relocate its facilities, Customer shall reimburse Company for the costs incurred.

Hold Harmless: Company and Customer do respectively assume full responsibility for the maintenance and operation of the facilities owned and/or operated by each, and each shall indemnify and except as hereafter limited, shall hold the other harmless from any loss resulting from bodily injury (including death) or damage of property arising directly or indirectly out of any negligent or willful act or failure to act on the indemnitor's part in the installation, maintenance, operation, replacement and/or removal of the facilities owned and operated by each. Neither party shall be liable to the other in any event, whether in contract, tort or otherwise, for any loss of revenue, profits, use of production, costs of capital or purchased or replacement power, interest, business interruption, claims of customers or any other incidental, indirect or consequential damages of any nature whatsoever. Customer(s) acknowledge(s) the presence of overhead and/or underground power lines and understands that contact with them could cause serious injury or death.

South Carolina Public Service Commission: This Contract, the **Billing Rate** referenced on Page 1, and all services rendered hereunder, are subject to the Company's "General Terms and Conditions" as approved by the Commission, and to the "Rules and Regulations" of the Commission, as the foregoing now exist or may be amended in the manner prescribed by law. The billing Rate and General Terms and Conditions are attached and made a part hereof; Rules and Regulations are made a part by reference and are available upon request. This contract is specifically intended to survive deregulation or retail access.

Bold Print Terms: Bold Print terms reference the corresponding completed blanks on Page 1.

Approval Initials

For Customer

For Company

South Carolina Electric & Gas Company

Electric
(Page 1 of 8)

GENERAL TERMS AND CONDITIONS

I. GENERAL

A. FOREWORD

1. In contemplation of the mutual protection of both South Carolina Electric & Gas Company and its Customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.
2. These Terms and Conditions are supplementary to the Rules and Regulations Issued by the Public Service Commission of South Carolina covering the operation of electric utilities in the State of South Carolina.
3. These Terms and Conditions may be supplemented for specific Customers by contract.
4. South Carolina Electric & Gas Company is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to as "Commission".

B. Application

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric service from Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customers and the Company. No contract may be transferred without the written consent of the Company.

C. Term of Service

The rates prescribed by the Commission are based upon the supply of service to each Individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.

D. Terms and Conditions

The Terms and Conditions contained herein are a part of every contract for service entered into by the Company and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.

E. Selection of Appropriate Rate

Where two or more Rate Schedules are available, the Company will attempt to assist the Customer to a reasonable extent in determining which Schedule to select. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or minimum demand specified in the Rate Schedule may be waived. It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.

F. Temporary Service

Temporary or seasonal service will be furnished under the appropriate General Service Rate Schedule to any Customer. Temporary service shall include all construction services having a life expectancy of one year or less. Payment is required in advance for the full cost of erecting and removing all lines, transformers, and other service facilities necessary for the supply of such service.

G. Statements by Agents

No representative of the Company has authority to modify any Rule of the Commission, provisions of Rate Schedules or to bind the Company by any promise or representation contrary thereto.

South Carolina Electric & Gas Company**Electric
(Page 2 of 8)****II. DEFINITIONS**

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 12 o'clock Midnight Eastern Time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall not be less than twenty-eight (28) days or more than thirty-four (34) days.
- C. "Year", unless otherwise designated, shall mean a period of 365 days commencing with the day of first delivery of electricity hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- E. "Service Point" or "Point of Interconnection" shall mean the point at which Company's and Customer's conductors are connected.
- F. "Standard Service" means a single service per premises from one electrical source and from existing overhead facilities.

III. CONDITIONS OF SERVICE**A. GENERAL**

The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's Service at a particular location before proceeding with plans for any new or additional electric loads. No new or additional electric loads will be served if it is determined that such service will jeopardize service to existing Customers. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Company, the Customer and/or other Customers caused by the additional load or changed installation.

B. Character of Service

Electric energy supplied by the Company shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Company.

C. Rights-of-Way

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering electric service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from governmental agencies and property owners, at the Customer's expense to permit the installation, operation, and maintenance of the Company's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Company without charge necessary rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer are required, necessary or convenient to enable Company to supply service to the Customer and the Customer also grants the Company the right to continue to extend the Company's facilities on, across, or under property controlled by the customer with necessary trimming and clearing rights to serve other Customers. Customer shall maintain such right-of-way so as to grant Company continued access to its facilities by Company's vehicles and other power-operated equipment.

South Carolina Electric & Gas Company**Electric
(Page 3 of 8)****D. Customer's Installation**

Customer's service installations shall be made in accordance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electrical Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises.

Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition such wiring and equipment on Customer's side of the service point exclusive of Company's metering facilities and equipment.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the Company and approved by the Commission.

Before wiring a premise or purchasing equipment, the Customers shall give the Company notice and shall ascertain from the Company the character of service available at such premises. The Company may specify the voltage and phase of the electricity to be furnished, the location of the meter, and the point where the service connection shall be made.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the company and approved by the Commission.

It is the standard practice of the Company to provide all requirements of service for the Customer through a single metering point at each premises.

Where more than one service is required by the Customer, and requested services meet all applicable code requirements the Company will provide such additional service upon payment by the Customer to the Company of the charges above the first service. Each service point shall be a separate account. No new service will be connected without proper release from the inspecting authority having jurisdiction. Should there be no inspecting authority in the jurisdiction, the Company shall determine whether or not applicable codes are met and shall have no obligation to provide service until such time as they are met.

Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provision of the applicable Rate Schedule. The Customer shall also provide protection for Customer's equipment from conditions beyond the Company's control including, but not limited to, protective devices for single-phase conditions. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Company, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premise.

All equipment supplied by the Company shall remain its exclusive property and Company shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.

Should Customer elect, for any reason, to request relocation of Company's facilities or take any action, which requires such relocation, customer may be required to reimburse the Company for all costs as a result of such relocation. Company may relocate existing service and facilities, at Company's expense, when necessary for system design or operation and maintenance requirements.

The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Company. Customer assumes responsibility and liability for damages and injuries caused by failure or malfunctions of Customer's equipment.

South Carolina Electric & Gas Company**Electric
(Page 4 of 8)****E. Special Equipment**

Where a separate transformer or other additional electrical utility standard equipment or capacity is to be used to eliminate fluctuations or other effects detrimental to the quality of service to other Customers due to welding or X-ray equipment, etc., the Company may make a reasonable charge for the transformer equipment and line capacity required. In lieu of the above, the Company may require the Customer to either discontinue the operation of the equipment causing the disturbance or install the necessary motor generator set or other apparatus to eliminate the disturbance detrimental to the service of other Customers.

F. Safe Access to Customer's Premises

The duly authorized representatives of the Company shall be permitted safe access to Customer's premises at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load or other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.

G. Company's Installation and Service

Where the Customer's requested service to be supplied by the Company does not produce revenue sufficient to support the expenditure required, the Company will determine in each case the amount of payment and form thereof that shall be required of the Customer.

Electricity supplied by the Company shall not be electrically connected with any other source of electricity without reasonable written notice to the Company and agreement by the parties of such measures or conditions, if any, as may be required for reliability of both systems.

Service supplied by the Company shall not be resold or assigned by the Company to others on a metered or unmetered basis; nor shall the Customer's wiring be connected to adjacent or other premises not owned or operated by the Customer without specific written approval of the Company and of the Commission.

The Company's service facilities will be installed above ground on poles or fixtures; however, underground facilities will be provided when requested in accordance with the Company's appropriate underground service publications.

In Areas of Overhead Distribution: The Company will install and maintain an overhead service drop for loads up to 500 KVA from its overhead distribution system to the Customer's service connection provided the transformer can be placed in the proximity of the service point. For residential Customers, if specifically requested by the Customer, the Company will install and maintain a single phase underground service to any residence (terrain permitting) provided the Customer pays in advance the difference in cost between a new overhead service and the new underground service of equal current carrying capacity.

In Areas of Underground Distribution: The Company will install and maintain the necessary underground facilities to provide a point of service at the Customer's property line or at another location designated by the Company. For residential Customers, the Company will install and maintain a single-phase service to the service point as designated by Company, up to a maximum length of 125 feet. If the requested residential service to Company's designated service point exceeds 125 feet in length, the Customer will pay in advance the total additional cost for that portion in excess of 125 feet in length. For underground service other than residential, the Customer shall furnish, install and maintain necessary service conductors and conduit from their service equipment to the Company's designated point of service regardless of meter location.

South Carolina Electric & Gas Company**Electric
(Page 5 of 8)****H. Term of Contract**

The Term of Contract for service shall be for a term of one year with automatic renewal except as otherwise provided in the applicable Rate Schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts may be written for (1) a longer term than specified in the Rate Schedule, or (2) a special guarantee of revenue, or (3) a facility charge, or (4) all of these conditions as may be required to safeguard the Company's investment.

I. Continuance of Service and Liability Therefore

The Company does not guarantee continuous service. Company shall use reasonable diligence at all times to provide uninterrupted service but shall not be liable for any loss, cost damage or expense to any Customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or gross neglect on its part.

The Company reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacement or changes may be made in the Company's facilities and equipment, either on or off Customer's premises.

The Company may impose reasonable restrictions on the use of service during peak periods of excessive demand or other difficulty, which jeopardizes the supply of service to any group of Customers.

The Company may waive any minimum charge or guarantee payments for service upon written notice from and request of Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God; provided however, that Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of enforced shutdown. (See Section VII, Force Majeure).

J. Denial or Discontinuance of Service

The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

1. In the event of a condition determined by the Company to be hazardous or dangerous.
2. In the event Customer's equipment is used in such a manner as to adversely affect the Company's service to others.
3. In the event of unauthorized or fraudulent use of Company's service.
4. Unauthorized adjustments or tampering with Company's equipment.
5. Customer's failure to fulfill his contractual obligations.
6. For failure of the Customer to permit the Company reasonable access to its equipment.
7. For nonpayment of bill for service rendered provided that the Company has made reasonable efforts to effect collection.
8. For failure of the Customer to provide the Company with a deposit.
9. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.

South Carolina Electric & Gas Company**Electric
(Page 6 of 8)**

10. The Company shall not furnish its service to any applicant who at the time of such application is indebted to any member of his household is indebted under an undisputed bill for service, previously furnished such applicant or furnished any other member of the applicant's household or business.
11. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premise. For the reason that the Customer's use of the utility service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.
12. For failure of the Customer to comply with reasonable restrictions on the use of service. The Company may discontinue service without notice for reasons (1), (2), and (3) above. For the remainder of the reasons, the Customer shall be allowed a reasonable time in which to correct any discrepancy.
13. Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

K. Reconnection Charge

Where the Company has discontinued service for reasons listed in Section III-J, the Customer is subject to a reconnection charge of \$25.00 in addition to any other charges due and payable to the Company. In cases where both electric and gas service are reconnected at the same time on the same premises for the same Customer, only one charge will be made.

Where the Customer interrupts or terminates service and subsequently requests reconnection of service at the same premises the reconnection charge will apply.

IV. BILLING AND PAYMENT TERMS**A. General**

The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission.

All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.

B. Customer's Obligations

The Customer is responsible for electricity furnished and for all charges under the agreement until the end of term thereof.

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No Claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

South Carolina Electric & Gas Company**Electric
(Page 7 of 8)**

Should service be terminated, the Customer's deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit as set forth below.

C. Late Payment Charge

A late payment charge of one and one half per cent (1 ½%) will be added to any balance remaining twenty-five (25) days after the billing date.

D. Deposit

A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding twelve (12) months or a portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist:

- (1) The Customer's past payment record to the Company shows delinquent payment practice;
- (2) A new Customer cannot furnish either a letter of good credit from a reliable source or any acceptable cosigner or guarantor on the Company's system to guarantee payment;
- (3) A Customer has no deposit and presently is delinquent in payments;
- (4) A Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.

E. Service Charge

The Company may make reasonable charges for work performed on or services rendered:

- 1) Upon Customer's request at the Customer's premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electric Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises;
- 2) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer; or
- 3) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.

South Carolina Electric & Gas Company**Electric
(Page 8 of 8)****V. COMPANY'S LIABILITY****A. General**

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use; care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment.

VI. MEASUREMENT OF SERVICE**A. Meter Testing on Request of Customer**

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

B. Adjustments for Inaccurate Meters

Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

VII. FORCE MAJEURE**A. General**

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines, the maintaining or repairing or alteration of machinery, equipment, structures or lines (which maintaining, repairing or alteration shall, however, be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of electricity), freezing of lines, partial or complete curtailment of deliveries under Company's electric purchase contracts, inability to obtain rights-of-way or permits or materials, equipment or supplies, any of the above, which shall, by the exercise of due diligence and care such party is unable to prevent or overcome, and any cause other than those enumerated herein (whether of the kind enumerated herein or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.

SOUTH CAROLINA ELECTRIC & GAS COMPANY

ELECTRICITY

RATE 20

MEDIUM GENERAL SERVICE

AVAILABILITY

This rate is available to any non-residential customer using the Company's standard service for power and light requirements and having a contract demand of 75 KVA or over. It is not available for resale service.

CHARACTER OF SERVICE

Alternating Current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

RATE PER MONTH

I. Basic Facilities Charge \$ 185.00

II. Demand Charge:

All KVA of Billing Demand @ \$ 16.23 per KVA

The billing demand (to the nearest whole KVA) shall be the greatest of: (1) the maximum integrated fifteen minute demand measured (which may be on a rolling time interval) during the current month; or (2) eighty percent (80%) of the highest demand occurring during the billing months June through September in the eleven preceding months; or (3) sixty percent (60%) of the highest demand occurring during the billing months of October through May in the eleven preceding months; or (4) the contract demand; or (5) 75 KVA.

III. Energy Charge:

First 75,000 kWh @ \$ 0.05254 per kWh

Excess over 75,000 kWh @ \$ 0.04627 per kWh

MINIMUM CHARGE

The monthly minimum charge is the demand as determined above. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or the minimum demand specified in the rate schedule may be waived. The Company shall not commit itself to a buildup period exceeding six months without prior approval of the Commission for the specific account involved.

RIDERS

The energy charges above include the credits provided under the Rate Reduction and Tax Credit Rider as ordered by the Public Service Commission of South Carolina. These energy charges will be adjusted as the credits expire.

ADJUSTMENT FOR FUEL AND VARIABLE ENVIRONMENTAL COSTS

Fuel costs of \$.03611 per kWh are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

DEMAND SIDE MANAGEMENT COMPONENT

The energy charges above include a DSM component of \$.00011 per kWh for Demand Side Management expenses.

STORM DAMAGE COMPONENT

Inclusion of a storm damage component has been indefinitely suspended until further order of the Public Service Commission of South Carolina.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

PAYMENT TERMS

All bills are net and payable when rendered.

SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

TERM OF CONTRACT

The contract terms will depend on the conditions of service. No contract shall be written for a period of less than five (5) years.
A separate contract shall be written for each meter.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and a part of this rate schedule.

Effective for Bills Rendered
On and After October 30, 2010

ATTACHMENT 3
Applications for Service
Stores 58 and 59



PRINT

Application for Service - Non-Residential

Application Date: _____

Section A		Type of Legal Entity	
LLC <input type="checkbox"/>	LLP/LP <input type="checkbox"/>	Inc. <input checked="" type="checkbox"/>	State Registered In: <u>Georgia</u>
Name of Business: <u>Gregory M Parker Inc</u> <small>(The exact name registered with the Secretary of State's Office)</small>			
Federal Tax ID Number: _____		In & Bradstreet Number: _____ <small>(if applicable)</small>	
Officers/Owners/Partners of Company:			
Name:		Title:	Phone #:
1. <u>Gregory M Parker</u>		<u>President</u>	<u>912-231-1001 x 2881</u>
2. <u>Terri Heidmann</u>		<u>V President</u>	<u>912 231-1001 x 2883</u>
3. <u>Patricia Sweat</u>		<u>Secretary</u>	<u>912 231-1001 x 2885</u>
Parent Company Name: _____ <small>(If different from business name above)</small>			
Section B		Sole Proprietorship/DBA	
Your Name: _____			
DBA Name: _____			
Social Security #: _____		DOB: _____	Driver's License #/State: _____
Section C		Service Address/Type of Utility	
Complete Service Address: <u>Parker's #58</u> <u>12 Savannah Hwy</u> <u>Beaufort, SC</u> <u>29906</u>			
Service Requested:		Electric <input checked="" type="checkbox"/>	Gas <input checked="" type="checkbox"/> Lighting <input checked="" type="checkbox"/> Square Footage: <u>4377</u>
Date Wanted: <u>6-27-16</u>			
Section D		Account/Billing Information (Applicable for either Section A or B)	
Local Manager Name: _____		Local Phone#: _____	
Authorized Contact Name:		<small>(Individual(s) who can conduct business on behalf of the company)</small>	
Name:		Title:	Email Address: _____ Phone #: _____
1. <u>Andy Udinsky</u>		<u>Construction Project Mgr.</u>	<u>Audinsky@parkersav.com</u> <u>912-231-1001</u>
2. <u>Mike Canady</u>			<u>912-690-0043</u>
* Complete Billing Address: <u>17 W McDonough St.</u> <u>Savannah, GA</u> <u>31401</u> <small>(If Different than Service Address)</small>			
Accounts Payable Contact: <u>Patricia Sweat</u>		Phone #: <u>912-721-2885</u>	
Other Active Accounts: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
If YES, enter the Account Service Address(es): _____			
Section E		Authorized Signatures (Application must be signed by an officer of the company)	
The applicant agrees that this application is subject to the "General Terms and Conditions" of the Utility, a copy of which is open for inspection at the office of the Utility and will be provided to the applicant upon request and that these "General Terms and Conditions" are a part of this agreement.			
The applicant agrees he/she has read this Contract, has read or waived reading the "General Terms and Conditions" which are part of this Contract, and that he/she agrees in exchange for Utility's agreement to provide service, to abide by the terms of this Contract.			
Print Name: <u>Terri Heidmann</u>		Signature: <u>Terri Heidmann</u>	Date: <u>6-17-16</u>
Internal Use Only:		Account Number: _____	

PRINT



PRINT

Application for Service - Non-Residential

Application Date: _____

Section A		Type of Legal Entity	
LLC <input type="checkbox"/>	LLP/LP <input type="checkbox"/>	Inc. <input checked="" type="checkbox"/>	State Registered In: <u>Georgia</u>
Name of Business: <u>Gregory M Parker Inc</u> (The exact name registered with the Secretary of State's Office)			
Federal Tax ID Number: _____		Dun & Bradstreet Number: _____ (If applicable)	
Officers/Owners/Partners of Company:			
Name:		Title:	Phone #:
1. <u>Gregory M Parker</u>		<u>President</u>	<u>912-231-1001 X 2881</u>
2. <u>Terri Heidmann</u>		<u>V President</u>	<u>912-231-1001 X 2883</u>
3. <u>Patricia Sweat</u>		<u>Secretary</u>	<u>912 231-1001 X 2885</u>
Parent Company Name: _____ (If different from business name above)			
Section B		Sole Proprietorship/DBA	
Your Name: _____			
DBA Name: _____			
Social Security #: _____		DOB: _____	Driver's License #/State: _____
Section C		Service Address/Type of Utility	
Complete Service Address: <u>Parker's #59 3462 Trask Pkwy Beaufort, SC 29906</u>			
Service Requested: Electric <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Lighting <input checked="" type="checkbox"/>		Square Footage: <u>4377</u>	
Date Wanted: _____			
Section D		Account/Billing Information (Applicable for either Section A or B)	
Local Manager Name: _____		Local Phone#: _____	
Authorized Contact Name: _____ (Individual(s) who can conduct business on behalf of the company)		Phone #: _____	
Name: _____		Title: _____	Email Address: _____
1. <u>Andy Udinsky</u>		<u>Construction Project Mgr</u>	<u>Audinsky@parkersav.com 912-231-1001 X 3185</u>
2. <u>Mike Canady</u>		_____	<u>912-690-0043</u>
Complete Billing Address: <u>17W McDonough St. Savannah, GA 31401</u> (If Different than Service Address)			
Accounts Payable Contact: <u>Patricia Sweat</u>		Phone #: <u>912-721-2885</u>	
Other Active Accounts: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
If YES, enter the Account Service Address(es): _____			
Section E		Authorized Signatures (Application must be signed by an officer of the company)	
The applicant agrees that this application is subject to the "General Terms and Conditions" of the Utility, a copy of which is open for inspection at the office of the Utility and will be provided to the applicant upon request and that these "General Terms and Conditions" are a part of this agreement.			
The applicant agrees he/she has read this Contract, has read or waived reading the "General Terms and Conditions" which are part of this Contract, and that he/she agrees in exchange for Utility's agreement to provide service, to abide by the terms of this Contract.			
Print Name: <u>Terri Heidmann</u>		Signature: <u>Terri Heidmann</u>	Date: <u>6-23-16</u>
Internal Use Only: _____		Account Number: _____	

PRINT

EXHIBIT B
Prayer for Relief

Parker's respectfully prays as follows:

1. That SCE&G be ordered to refund Parker's the overpayments it made as a result of being put on Rate 9, rather than its chosen and best rate of Rate 20, for Stores 43, 48, 54, 55, 58 and 59 in an amount equal to the difference between the charges to Parker's for each store on Rate 9 to Rate 20 from the date of commencement of each store until the error was discovered and the accounts were corrected, which amount is to be shown at the hearing, but believed to be in excess of Sixty Thousand Dollars (\$60,000.00);
2. That the adjustment be made pursuant to South Carolina Code Ann. Regs. § 103-340(2) as a willful overcharge, and the corresponding imposition of interest and penalties; and
3. Such other and further relief as the Public Service Commission deems appropriate.



Individual Complaint Form Instructions and Procedure

Please contact the **Office of Regulatory Staff (ORS)** at 803-737-5230 (Columbia, SC) or 800-922-1531 (toll free) to attempt to informally resolve this issue prior to filing an official complaint with the Commission.

RECEIVED

MAR 28 2019

PSC SC
MAIL / DMS

A. To file an official complaint:

1. Complete the **Complaint Form** found on the Commission's website at www.psc.sc.gov.

a.) The form may be completed and e-mailed to contact@psc.sc.gov.

b.) Alternatively, a blank copy of the form may be printed, filled out, and then mailed or faxed to the Commission.

2. Individuals do not need to have legal representation to represent themselves before the Commission, but a corporation, partnership, limited liability company, or group of people or association must be represented by legal counsel. Neither the Commission nor the ORS can provide legal advice.

3. If additional documentation is necessary to supplement your complaint, attach it to the form. **The Public Service Commission of South Carolina has adopted the same standards regarding protection of personal identifying information as are in place in the various state courts (except Family and Probate Courts). These are set out in Rule 41.2(a) of the South Carolina Rules of Civil Procedure and are listed below:**

- a) **Redaction.** A person filing a document in paper or electronic format shall not include, or will redact where inclusion is necessary, the following personal identifying information.
- b) **Social Security Numbers, Taxpayer Identification Numbers, Driver's License Numbers, Passport Numbers or Any Other Personal Identifying Numbers.** If it is necessary to include personal identifying numbers in a document, the parties should utilize some other identifier. Parties shall not include any portion of a social security number in a filing.
- c) **Names of Minor Children.** If a minor is the victim of a sexual assault or the victim in an abuse or neglect case, the minor's name must be completely redacted and a term such as "victim" or "child" should be used. In all other cases, the minor's first name and first initial of the last name (i.e., John S.), or only the minor's initials (i.e., J.S.) should be used.
- d) **Financial Account Numbers, Including Any Type of Bank Account Numbers, Personal Identification Number (PIN) Code, or Passwords.** If financial account numbers are relevant, only the last four digits of these numbers should be used.
- e) **Home Addresses of Minors, Sexual Assault and Abuse and Neglect Victims, and Non-Parties.** If a home address of a minor, sexual assault victim, or non-party must be included, only the city and state should be used.
- f) **Date of Birth.** If a date of birth must be included, only the year of birth should be included.

Individuals who file documents with the Public Service Commission are hereby notified that their filings will be made available to the public on the Commission's searchable Docket Management System. The Public Service Commission assumes no responsibility for redacting personal identifying information from any filings. It is solely the responsibility of the filer to ensure that no personal identifying information is made public by inclusion in his or her filings.

I have read and understand the Public Service Commission's policy pertaining to privacy protection for filings.

Signature of Filer:

A handwritten signature in black ink, appearing to read "A. Stephen Schutt", is written over a horizontal line.